OFFICE OF
Sheriff of Montgomery County
CHRIS WATKINS, Sheriff
111 West Main Street
TROY, N.C. 27371

Office: (910) 572-1313
Fax: (910) 572-9236

June 21, 2019

MuckRock News
Dept MR 73929
411 A Highland Ave
Somerville, MA 02144-2516

Dear Sir(s),

Attached is your request for public information along with our available information. I replied to this request on May 24th via the email address in your request. With this being the second request I am sending my reply via US Mail. I hope this assist you with your needs.

Sincerely,

Chris Watkins, Sheriff

Montgomery County Sheriff's Office
North Carolina Public Records Law Office
111 West Main Street
Troy, NC 27371

June 21, 2019

This is a follow up to a previous request:

To Whom It May Concern:

I wanted to follow up on the following North Carolina Public Records Law request, copied below, and originally submitted on May 22, 2019. Please let me know when I can expect to receive a response.

Thanks for your help, and let me know if further clarification is needed.

Filed via MuckRock.com
E-mail (Preferred): 73929-85952146@requests.muckrock.com

For mailed responses, please address (see note):
MuckRock News
DEPT MR 73929
411A Highland Ave
Somerville, MA 02144-2516

PLEASE NOTE: This request was filed by a MuckRock staff reporter. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

On May 22, 2019:
Subject: North Carolina Public Records Law Request: Communication Services Contracts - North Carolina - May 2019 (Montgomery County Sheriff's Office)

To Whom It May Concern:

Pursuant to the North Carolina Public Records Law, I hereby request the following records:

Contracts and invoices related to the use of communication services at any and all correctional or detention facility locations under the jurisdiction of this agency. This may encompass money transfer, commissary transactions, telecommunication, email, kiosk, video visitation, and mobile tablet services.

Please provide the following relevant materials.

1. Procurement: Any and all open or active Requests for Proposal or similar solicitations regarding the provision, installation, maintenance, or use of communication services (including those related to money transfer, telecommunication, email, kiosk, video visitation, and mobile tablet services). If available or applicable, please provide equivalent materials for video conferencing equipment and other electronic communication and telecommunication services.

2: Contracts and agreements: Any and all active contracts regarding the provision, installation, maintenance, financial requirements, associated commissions, or use of communication services (including money transfer, telecommunication, email, kiosk, video visitation, and mobile tablet services). Please include all associated supplemental materials, including any and all attachments, amendments, and exhibits. Please provide any other materials regarding the terms of service, including the term and expiration date of the current contract, as well as any optional contract extensions. Please include the name of the current telecommunication provider, as well as the services currently being provided pursuant to the agreement. Relevant companies include, but are not limited to, CenturyLink, City Tele Coin, ICSolutions, JPay, and Securus Technologies.

3: Finance records: Any and all financial reports, commission reports, revenue reports, and invoices related to the provision, installation, maintenance, or use of communication services (including money transfer, telecommunication, email, kiosk, video visitation, and mobile tablet services). Please include all usage and fee reports, providing as much segregable data as possible, including, but not limited to, the rate at which the funds were generated, the revenue generated for each service, the timeframe during which the funds were generated, the nature of the communication's payment (collect, prepaid, inmate account), etc. If available, please also provide equivalent materials for video conferencing equipment and other electronic communication and telecommunication services.

4: Policies: Any and all policies related to the use of telecommunication services or any other services provided by companies relevant to parts 1, 2, and/or 3 of this request. Please include all policies regarding the appropriate manner in which inmates may use these services, including those related to the transfer of funds for costs related to these services and restrictions on or requirements for use of these services. If any responsive policies have gone into effect since January 1, 2016, please provide notes and communications regarding this policy change or adjustment.

Please provide all responsive materials and invoices for the period January 1, 2015 through the date this request is processed.

I am happy to discuss the scope of this request. If this is necessary, please feel free to contact me at this email address for a time to speak on the phone.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 10 business days.

Sincerely,

Beryl Lipton

Filed via MuckRock.com
E-mail (Preferred): 73929-85952146@requests.muckrock.com

For mailed responses, please address (see note):

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connecting what matters

MONTGOMERY COUNTY (NC)
A006160

SECOND AMENDMENT
TO
MASTER SERVICES AGREEMENT

This **SECOND AMENDMENT** ("Second Amendment") is effective as of the last date signed by either party ("Second Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Montgomery County Sheriff's Office ("you" or "Customer") dated June 30, 2014, as subsequently amended (collectively, the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Second Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This Second Amendment shall commence on the Second Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be extended by an additional 36 months, with a modified end dat that is 36 months fro the Second Amendment Effective Date. Unless one party delivers to the other written not e of non-renewal at east 90 days before the end of the then current term, the Agreement will automatically rene for up to two succes ive periods of 12 months each. Notwithstanding anything to the contrary, the terms and condit ons of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the e iration or earlier termination of this Agreement.

2. Additional Applications. As of e Second Amendment Effective Date, the following Applications are added to the Agreement:

EMESSAGING

DESCRIPTION: Securus' eMe saging Application ("eMessaging") allows for two-way electronic communication between friends and family nd an inmate. Friends and family purchase eMessaging "stamps," which are used to fund the transmissio of an electronic message to an inmate according to the following chart:

Type of Message (Wh Available)	Number of Stamps	Notes
Text Message	1 stamp per message	
Photo	1 stamp per photo	Limit of 5 photos per eMessage; 3 MB / photo limit
eCard	1 stamp per eCard	Limit of 5 eCards per eMessage
VideoGram	3 stamps per VideoGram	

Different types of mess ges can also be combined in a single transmission.

The facility can acces a web-based portal that enables message review, and can approve and reject a message or attachme t ased on the facility's policies and criteria. Friends and family must send and receive messages using eith t th Securus mobile app or their Inbox at www.securustech.net and must have a free Securus Online acc unt access. Approved messages and attachments are accessible by inmates on a ConnectUs-equipped XL o -Phone unit or a Securus SecureView tablet.

With Customer's agreemen , Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein.

RECEIVED 4-4-19

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COMPENSATION: Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps in the following quantities:

Number of Stamps in Book	Stamp Book Price (Plus $3.00 transaction fee and all applicable taxes)
5	$2.50
10	$5.00
20	$10.00
50	$25.00

Inmates are not currently able to purchase their own stamps; however, if available, Provider may deploy this option in the future with Customer's agreement.

Provider will pay Customer a commission of 20% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send an original message to an inmate. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

E-MESSAGING TERMS OF USE – Customer's use of eMessaging is governed by the terms and conditions at https://www.securustechnologies.com/emessaging-terms-and-conditions, which are incorporated herein by reference.

3. Video Visitation. In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.

4. ConnectUs Inmate Service Platform. Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which will be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.

5. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

6. Address Change. Provider's Notice and Payment addresses are hereby changed to the following:

Notice Address:	Payment Address:
4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0335	4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Payable Phone: (972) 277-0335

7. Except as expressly amended by this Second Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Second Amendment Effective Date.

CUSTOMER:	PROVIDER:
Montgomery County Sheriff's Office	Securus Technologies, Inc.

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By: [signature]	By: [signature]
Name: Chris R Watkins	Name: Robert E. Pickens
Title: Sheriff	Title: President and Chief Executive Officer
Date: 04/03/2019	Date: 4-8-19

Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

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Schedule: SECURUS VIDEO VISITATION
MONTGOMERY COUNTY (NC)
A006160

This Securus Video Visitation Schedule is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Montgomery County Sheriff's Office ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider will deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) during the Term of the Agreement.

TERMS:

Provider will charge Securus Video Visitation session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges, and Provider may impose time limitations on Video Visitation sessions at its discretion; provided, however, that Provider reserves the right, at its sole option, to (i) offer promotional pricing, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply), and (iii) to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer. As used herein, "remote" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions will mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.

If applicable, all recorded Video Visitation sessions will have a standard retention of 30 days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within 30 days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after 30 days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

PAYMENT OPTIONS:

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in the Sales Order Form contained in Attachment 1 hereto (the "Total Costs"). Customer, at its option, may either elect to pay the Total Costs itself or have Provider pay the Total Costs by choosing one of the following options (place a check ("√" or "X") next to option selected):

- ☐ Option 1: Customer elects to pay all of the Total Costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 will not apply.
- ☑ Option 2: Customer elects to have Provider pay the Total Costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the total costs over time):

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1. Customer agrees that Video Visitation must be available for paid remote sessions seven days a week for a minimum of 80 hours per Video Visitation terminal per week.
2. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. All on-site Video Visitation sessions will be required to be scheduled at least 24 hours in advance, where practicable.
4. Within 6 months following deployment of the Video Visitation System, Customer will endeavor to reach at least one remote paid Video Visitation session per inmate per month. If at any time during the Term of the Agreement after the first 12 months following deployment of the Video Visitation System, Customer's utilization of the Video Visitation System is not on plan to allow Provider to recover such total cost funding due to unrealized revenue, then Provider may recover such unrealized revenue through, at Provider's option, contract term extension, and/or payment by Customer by invoice.

Further, because Customer elects to have Provider fund the Total Cost identified on the attached Sales Order Form, if the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population and a minimum of one remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than one per inmate per month, Provider reserves the right, no sooner than 12 months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

COMPENSATION: (Paid Remote Video Visitation Only)

Video visitation is not an FCC regulated telecom service; accordingly, in exchange for Customer allowing Provider to utilize Customer's property and wiring for placement of video visitation terminals, Provider agrees to pay Customer a percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Payment"). Provider reserves the right to deduct Video Visitation session credits from revenue upon which payments to Customer are calculated. Provider will remit the Video Visitation Payment for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All Video Visitation Payments will be final and binding upon Customer unless Provider receives written objection within 60 days after the Payment Date.

Type of Video Visitation	Video Visitation Payment (Paid Remote Video Visitation Only)
Remote Paid	20%*

* Provider will pay the Video Visitation Payment for those months in which the number of monthly remote paid visits is greater than 150% of the Facility(s) Average Daily Population for that month, excluding visits paid with a Video Visitation session credit. Video Visitation Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Payment. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
PRESIDENT
4000 INTERNATIONAL PARKWAY
CARROLLTON, TEXAS 75007

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Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population and a minimum of one remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than one per inmate per month, Provider reserves the right, no sooner than 12 months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of 12 months from the date of installation of the Hardware Components. This warranty will be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider will provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OWNERSHIP AND USE. The Video Visitation System and Software will at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which will be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

CUSTOMER:	PROVIDER:

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Montgomery County Sheriff's Office	Securus Technologies, Inc.
By:	By:
Name: Chris R. Watkins	Name: Robert E. Pickens
Title: Sheriff	Title: President and Chief Executive Officer
04/03/2019	

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This Schedule is between Securus Technologies, Inc. ("Provider"), and Montgomery County Sheriff's Office ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

CONNECTUS INMATE SERVICE PLATFORM

DESCRIPTION:

ConnectUs Inmate Service Platform. ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

GENERAL TERMS AND CONDITIONS:

1. PROVISION OF SERVICE

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE AND RESTRICTIONS

2.1 Grant of Rights. Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

2.2 Ownership. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

2.3 Use and Restrictions.

(a) Except as expressly permitted under the Agreement or this Schedule, Customer will not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any

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intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.

(b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.

(c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer will remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Schedule and Sales Order Form(s) set forth in Attachment 1, unless otherwise agreed by both parties pursuant to a written and signed amendment.

(d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.

(e) Customer will allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.

(f) Provider is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by Customer or from outside sources.

3. FEES AND PAYMENT TERMS

3.1 Securus will fund the Total Cost identified on the attached Sales Order Form. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the attached Sales Order Form. Customer will pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

3.2 Provider will deploy its Video Visitation, Inmate Forms (Grievance), Inmate Handbook (.PDF), Third Party Vendor Commissary, Website Education (URL), Inmate Videos (.MP4), Self-Op Commissary Ordering, Emergency Visitation, Inmate Sick Form, and Job Search ConnectUs Applications. The cost of these applications was considered and included in offering the other terms in this Agreement.

3.3 Customer will be responsible for all Jail Management System and Commissary integration fees, if applicable, as well as electrical wiring installation.

4. WARRANTIES AND LIMITATIONS

4.1 Service Warranties.

(a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.

(b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

4.2 Limitation of Warranty.

(a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

(b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR

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GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

CUSTOMER:	PROVIDER:
Montgomery County Sheriff's Office	Securus Technologies, Inc.
By:	By:
Name: Chris Wuffkins	Name: Robert E. Pickens
Title: Sheriff 04/03/2019	Title: President and Chief Executive Officer

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ConnectUs Inmate Service Platform

SALES ORDER FORM

SERVICE DESCRIPTIONS

APPLICATIONS

Through ConnectUs, Provider offers the following Applications. (The Applications specifically ordered by Customer are reflected on the Price Page, which follows.)

Video Visitation Application

The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

Phone Call Application

The ConnectUs Phone Call Application allows inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

Inmate Forms (Grievance) Application

The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

Third Party Vendor Commissary Application

The ConnectUs Third Party Vendor Commissary Application provides an automated means for inmates to order commissary goods through Customer's third-party commissary provider.

Website Education Application (URL)

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to inmates.

Inmate Videos Application (.MP4)

The ConnectUs Inmate Videos Application enhances communications with inmates by allowing multiple Customer-approved videos.

Inmate Handbook Application (.PDF)

The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

Emergency Visitation Application

The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with Customer staff to report an emergency situation.

Sick Call Application

The ConnectUs Sick Call Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

Self-Op Commissary Ordering Application

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

Job Search Application

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The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national jobs of all types and level of experience.

Law Library Application

The ConnectUs Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.

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